

SERVICE CONDITIONS

1. All and any business undertaken by The Company is transacted subject to the conditions hereinafter set out and each and every condition hereinafter set out shall be deemed to be a condition of any agreement between The Company and its customers, overruling anything to the contrary contained in any other document forming part of such agreement.
2. The Company is not a Common Carrier. Whenever The Company is instructed to undertake or arrange storage or any other service, it shall be authorised to entrust the goods or arrangements to those parties subject to such parties' contractual conditions. The customer shall be bound by such conditions and shall release The Company from and indemnify The Company against any claims arising out of their acceptance.
3. Customers entering into transactions of any kind with The Company expressly warrant that they are either the owners or the authorised agents of the owners of any and all goods or properly the subject matter of the transaction. By entering into the transaction they accept these conditions for themselves and for all other parties on whose behalf they are acting and they warrant that they have authority to do so.
4. Subject to express instructions in writing given by the customer and accepted by the Customer, The Company reserves to itself complete freedom in respect of means, route and procedure to be followed in the handling and transportation of goods.
5. The Company is entitled to retain and be paid all brokerages, commissions, allowances and other remunerations retained by or paid to Shipping and Forwarding Agents and Insurance Brokers.
6. Quotations are given on the basis of immediate acceptance and subject to the right of withdrawal before acceptance and revision after acceptance. If any changes occur in the rates of customs duty, freight, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly whether with or without notice.
7. The customer and the Senders, Owners and Consignees of any goods and their agents, if any, shall be deemed to be bound by and to warrant the accuracy of all descriptions, values and other particulars furnished to The Company for customs, consular and other purposes and shall jointly and severally indemnify The Company against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
8. The Company shall not be liable under any circumstances for any loss, damage or expense arising from or in any way connected with marks, weight, numbers, brands, contents, quality or description of any goods.
9. The customer and the Senders, Owners and Consignees and their agents, if any, shall be jointly and severally liable for any duty, tax, impost or outlays or whatsoever nature levied by the authorities at any port or place for or in connection with the goods and for any payments, fines, expenses, loss or damage incurred or sustained by The Company in connection therewith.

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10.No insurance will be effected except upon express instructions given in writing by the customer and all insurances effected by The Company will be subject to the usual exceptions and conditions of the policies of the insurance company or underwriters accepting the risk. The Company shall not be under any obligation to effect a seperate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurer only and The Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policdy may not be at the same rate as that charged by The Company or paid to The Company by its customer.

11.The Company shall not be liable for loss or damage to goods unless such loss or damage occurs whilst the goods are in the actual custody of The Company and under its actual control and unless such loss or damage is due to the wilful neglect of The Company or its own servants.

12.The Company shall not in any circumstances be liable for damages or costs arising from loss or fall of market or attributable to delay in forwarding or in transit or failure (not amounting to wilful negligence) to carry out the instructions given to it.

13.1. Except in so far as otherwise provided by these Conditions, the liability of the Company, howsoever arising, shall not exceed the following:

- a.in respect of claims other than those subject to the provisions of clause 13.3 whichever is the lesser of:
 - i. the value of, or
 - ii. the equivalent of US\$2.00 per gross kilogram in the currency of the loss or damage (the exchange rate to apply being the rate as at the date of delivery of the goods) of the Goods lost, damaged, misdirected, misdelivered, or in respect of which a claim arises.
- b.in respect of claims for delay where not excluded by the provisions of these conditions, the amount of the company's charges in respect of the Goods delayed.

13.2. The limitation of liability referred to in Clause 13.1 shall apply notwithstanding that the cause of the loss or damage is unexplained.

13.3. If agreed in writing prior to receipt of the Goods, the Company may accept liability in excess of the limits set out in these Conditions upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the company's additional charges will be provided upon request.

13.4. Compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid.

13.5. If there be no invoice value for the Goods, the compensation shall be calculated by reference to the value of such Goods at the place and time when they were delivered to the Customer or Owner or should have been so delivered. The value of the Goods shall be fixed according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

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- 14.
- a. In the case of carriage by sea, the value will not be declared in the Bill of Lading for the purpose of extending the Shipowners' liability under article IV, Rule 5 of the Sea Carriage of Goods Act, 1924, except upon instructions given by the customer.
 - b. In the case of Carriage by air, no optional declaration of value to increase the Air Carriers liability under the Carriage by Air Act, 1935. Article 22(2) of the First Schedule will be made except on instructions given in writing by the customer.
 - c. In all other cases where there is a choice of tariff rates according to the extent of the liability assumed by carriers warehousemen or others no declaration of value (where optional) will be made for the purpose of extending liability, and goods will be forwarded or dealt with at owner's risk or other minimum charges, unless instructions in writing to the contrary are given by the customer.
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15. Instructions to collect payment on delivery (C.O.D.) in cash or otherwise are accepted by The Company upon the condition that The Company in the matter of such collection will be liable for the exercise of reasonable diligence and care only.
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16. Perishable goods, which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not identifiable, may be sold or otherwise disposed of without any notice to the customer or the Senders. Owners or Consignees of the goods, and payment or tender of the net proceeds of any sale after deduction of charges shall be equivalent to delivery.
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17. Non perishable goods which cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Consignee may be sold or returned at The Company's option at any time after the expiration of 21 days from the sending of notice in writing to the address which the customer or sender gave The Company on delivery of the goods to The Company. All charges and expenses arising in connection with the sale or return of the goods shall be paid by the customer or Sender. A communication from any agent or correspondent of The Company to effect that the goods cannot be delivered for any reason shall be conclusive evidence of the fact. shall be paid by the customer or Sender.
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18. Except under special arrangement previously made in writing The Company will not accept or deal with any noxious, dangerous, inflammable or explosive goods or any goods likely to cause damage. Any person delivering such goods to The Company or causing The Company to handle or deal with any such goods (except under special arrangements previously made in writing) shall be liable for all loss or damage caused thereby and shall indemnify The Company against all penalties, claims, damages, costs and expenses arising in connection therewith, and the goods may be destroyed or otherwise dealt with at the sole discretion of The Company or any other person in whose custody they may be at the relevant time. If such goods are acceptable under arrangements previously made in writing they may nevertheless be so destroyed or otherwise dealt with if they become dangerous to other goods or property. The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.

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19. Except under special arrangements previously made in writing The Company will not accept bullion, coins, precious stones, jewellery, valuables, antiques, pictures, livestock or plants, and The Company will not accept any liability whatsoever of any such goods except under special arrangements previously made in writing.

20. Pending forwarding and delivery, goods may be warehoused or otherwise held at any place or places at the sole discretion of The Company at the customer's or Owner's risk and expense.

21. All goods (and documents relating to goods) shall be subject to a particular and general lien for money's due either in respect of such goods or for any particular or general balance or other moneys due from the customers, the Senders, the Owners, or Consignees to The Company. If any moneys due to The Company are not paid within one calendar month after notice has been given to the person from whom the moneys are due that such goods are detained, they may be sold by auction or otherwise at the sole discretion of The Company and at the expense of such person and the proceeds applied in or towards satisfaction of such particular and general lien.

22.

a. By entering into any arrangement to which those conditions apply the customer on his own behalf and as agent for the Owner, Sender and Consignee agrees and further offers to limit the liability of all servants, employees and agent of The Company in respect to the goods the subject of the agreement to the extent that each such servant, employee and agent shall be protected by and entitled to the full benefit of all provisions in these conditions excluding or restricting tortious liability of any kind.

b. The offer hereinbefore referred to shall be accepted by the act of each such servant, employee or agent in performing any function in relation to or effecting the goods the subject of the agreement.

c. For the purpose of the foregoing provisions of this clause The Company is and shall be deemed to be acting as agent on behalf of and trustee for the benefit of all persons who are or become its servants, employees or agents from time to time and all such persons shall to this extent be deemed to be parties to the agreement concerned.

23. All agreements between The Company and its customers shall be governed by Australian Law and within the exclusive jurisdiction of the Australian Courts.

24. Notwithstanding anything contained herein The Company shall not under any circumstances be liable for loss or damage resulting from fire, water, explosion or theft, whether caused by negligence of The Company's servants or otherwise.

25. The Company shall not under any circumstances be liable for loss or damage resulting from or attributable to any quotation, statement, representation or information, whether oral or in writing howsoever, wheresoever or to whomsoever made or given by or on behalf of The Company or by any servant, employee or agent of The Company as to the classification of or the liability for amount, scale or rate of customs duty, excise duty or other imposts or tax applicable to any goods or property whatsoever, The Company does not accept responsibility in relation to any decision made or action taken or liability incurred on the basis of any such quotation, statement, representation or information.

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26. The use of a customer's own form shall in no way derogate from these Conditions the whole of which shall, notwithstanding anything contained in any such form, constitute terms of the agreement so entered into. Any provision in any form which is contrary to any provision of these Conditions shall to the extent of such inconsistency be inapplicable.

27.1. The Company shall be discharged of all liability unless

- a. notice of any claim is received by the Company or its agent in writing within 14 days after the date specified in clause 27.2, or within a reasonable time after that date if the Customer proves that it was impossible to so notify, and
 - b. suit is brought in the proper forum and written notice thereof received by the Company within 9 months after the date specified in Clause 27.2.
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27.2. For the purposes of Clause 27.1, the applicable dates are:

- a. in the case of loss or damage to Goods, the date of delivery of the Goods,
- b. in the case of delay or non-delivery of Goods, the date the Goods should have been delivered,
- c. in any other case, the event giving rise to the claim.